

**NEW MEXICO PUBLIC EDUCATION DEPARTMENT  
PROCEEDINGS BEFORE THE DUE PROCESS HEARING OFFICER**

**B ■■■■ M ■■■■**  
**Petitioner,**

**vs.**

**DPH 1213-43**

**ESPAÑOLA PUBLIC SCHOOLS**  
**Respondent.**

**RESOLUTION AGREEMENT**

**THIS RESOLUTION AGREEMENT** is made and entered into pursuant to 34 C.F.R. § 300.510 by and among B ■■■■ M ■■■■ and his mother, Trinnie Martinez, individually and on behalf of B ■■■■ M ■■■■ (collectively referred to as "PETITIONER"), and the Española Public Schools (collectively referred to as "RESPONDENT" or "EPS") in resolution of all claims between the parties under the Individuals with Disabilities Education Act through the Effective Date of this Agreement.

PETITIONER and RESPONDENT, desiring to resolve all claims under the Individuals with Disabilities Education Act (IDEA) through the Execution Date of this Agreement, agree to the following:

1. RESPONDENT and PETITIONER agree that this Resolution Meeting shall constitute a Review of Existing Evaluation Data (REED) and that the IEP Team members have determined that the following additional assessments shall be conducted as part of B ■■■■ reevaluation:
  - a. Psychoeducational;
  - b. Assistive Technology; and
  - c. Career Assessment.
2. RESPONDENT agrees to pay Dr. Alexandra Bakos to conduct a transcript audit of B ■■■■ credit recovery needs and to further conduct an Independent Educational Evaluation (IEE) of B ■■■■ in the area of Functional Learning and Vocational Assessment. PETITIONER understands and agrees that the IEE will take place on May 29, 2013 beginning at 12 noon, and further understands that he should arrive at the District's Central Office having already had lunch.
3. PETITIONER agrees that the above scope of evaluations is appropriate and constitutes evaluation in all areas of suspected disability and need.

4. PETITIONER agrees to provide written consent to the District's reevaluation and IEE to be conducted pursuant to this Agreement, and further agrees to sign consent to the release and exchange of confidential information between the District and Dr. Alexandra Bakos for purposes of the evaluation as well as the compensatory services provided pursuant to this Agreement.
5. PETITIONER agrees to fully cooperate in the completion of the reevaluation including by keeping scheduled appointments or timely notifying appropriate individuals of the need to reschedule should an unavoidable and excusable conflict arise, arriving on time to scheduled appointments, and fully participating in the reevaluation process until its completion. PETITIONER agrees to be responsible for his own transportation.
6. RESPONDENT and PETITIONER understand and agree that the IEE and reevaluation shall be completed in the summer, with the IEE being completed first in order to assist with the provision of the compensatory education services.
7. RESPONDENT and PETITIONER agree to the following amendments to B [REDACTED] IEP, and further agree that the IEP as amended constitutes a free appropriate public education pending completion of the IEE and reevaluation and IEP meeting to consider the results of the IEE and reevaluation:
  - a. Change graduation option to career readiness;
  - b. Amend B [REDACTED] IEP by replacing existing goals with the following annual goals and benchmarks:
    - 1) B [REDACTED] will know and understand the importance of employability skills through mastery (70%) of the following benchmarks:
      - Identify and demonstrate the use of positive work behaviors and personal qualities needed to be employable.
      - Develop a personal career plan to meet career goals and objectives.
      - Demonstrate skills related to seeking and applying for employment to find and obtain a desired job.
    - 2) B [REDACTED] will explore, plan and effectively manage careers through mastery (70%) of the following benchmarks:
      - Maintain a career portfolio to document knowledge, skills and experience in a career field.
      - Demonstrate skills in evaluating and comparing employment opportunities in order to accept employment positions that match career goals.
      - Identify and exhibit traits for retaining employment to maintain employment once secured.
      - Identify and explore career opportunities in one or more career options to build an understanding of the opportunities available in the cluster.
      - Recognize and act upon requirements for career advancement to plan for continuing education and training.

- Continue professional development to keep current on relevant trends and information within the industry.
  - Examine licensing, certification and credentialing requirements at the national, state and local levels to maintain compliance with industry requirements.
  - Examine employment opportunities in entrepreneurship to consider entrepreneurship as an option for career planning.
8. RESPONDENT agrees to award PETITIONER B ■■■ M ■■■ a conditional certificate of transition and further allow B ■■■ to participate in commencement exercises in June 2013. PETITIONER B ■■■ M ■■■ agrees to return and participate in his compensatory services and the program specified in his IEP in order to complete his secondary program and meet the requirements for a diploma. The parties understand and agree that per the New Mexico Public Education Department, a student who does not return to complete the follow-up plan of action will be considered a dropout unless they are enrolled in another school district, private school, or State or district-approved education program (including a GED program), or temporary absence due to suspension or school-approved illness.
9. RESPONDENT agrees to provide as compensatory education services 48 hours of summer compensatory education with Dr. Alexandra Bakos (six 8 hour sessions from 9:00 a.m. – 5:00 p.m. to occur on 6/3/13, 6/10/13, 6/11/13, 6/12/13, 6/17/13, 6/19/13) for purposes of credit recovery and designed to recover up to 4.5 hours of credit. PETITIONER agrees to be responsible for his own transportation, arrive at 8:45 a.m. so that he is ready to begin at 9:00, and bring his own lunch. If PETITIONER fails to attend a regularly scheduled session, the parties understand and agree that the missed session does not have to be made up. PETITIONER understands and agrees that two absences in compensatory services terminate RESPONDENT'S obligation to provide compensatory services pursuant to this Agreement. PETITIONER further understands that 100% participation including with respect to any practicum or portfolio assignments by Dr. Bakos will be necessary in order to recover credits.
10. RESPONDENT agrees to provide as compensatory social work services 7 sessions (60 minutes each) during the summer (beginning the week of June 3) to support mastery of B ■■■ career readiness annual goals and benchmarks including by providing information and assistance in accessing outside agency services such as HELP—New Mexico, Inc., and Northern New Mexico College's Educational Opportunity Center. PETITIONER agrees to be responsible for his own transportation. PETITIONER further understands and agrees that three absences in compensatory services terminate RESPONDENT'S obligation to provide compensatory social work services pursuant to this Agreement.
11. Recognizing that Dr. Alexandra Bakos is not an employee of RESPONDENT school district, PETITIONER agrees not to hold RESPONDENT responsible

should Dr. Alexandra Bakos be unable or unwilling to fulfill the activities specified in this Agreement. RESPONDENT and PETITIONER agree to work together to adjust timeframes or identify alternative providers as the circumstances warrant.

12. RESPONDENT and PETITIONER agree to convene and participate in an Eligibility Determination Team/Individualized Education Program (EDT/IEP) meeting before the beginning of the school year to consider the results of the reevaluation, IEE, and summer compensatory services, and develop an IEP based on these results. RESPONDENT agrees to ensure that a transition specialist and evaluation representatives participate as members of the IEP Team.
13. RESPONDENT agrees to provide B ■■■ M ■■■ and his attorney, Debra Poulin with a copy of the IEE and District reevaluation reports at least one week prior to the EDT/IEP meeting.
14. The parties agree that the IEP Team meeting shall be conducted as an annual IEP meeting. The parties further agree that, if determined appropriate by the IEP Team based on the results of the reevaluation, the IEP shall include:
  - a. Review and revision to the transition plan and services;
  - b. Assistive technology including access to assistive technology at home;
  - c. Specialized reading instruction;
  - d. Dual enrollment in classes at North New Mexico College with supplementary aids and services;
  - e. On-line credit recovery classes;
  - f. Work study;
  - g. Social work services as a related service; and
  - h. Career counselor to serve as an advocate for B ■■■ with New Mexico Division of Vocational Rehabilitation and other outside agencies.
15. RESPONDENT agrees to invite and pay for Dr. Bakos to participate in the EDT/IEP meeting held pursuant to this Agreement.
16. RESPONDENT and PETITIONER understand that B ■■■ M ■■■ is an adult student and that IDEA rights have transferred from his parents to B ■■■ PETITIONER's current contact information is [martinezbilly61@gmail.com](mailto:martinezbilly61@gmail.com) and (505) 927-8980. PETITIONER agrees to ensure that the District is promptly notified of any changes in contact information through the date of his graduation so that he can be contacted directly. PETITIONER agrees to contact the Director or Assistant Director of Special Education with any changes to his contact information.
17. PETITIONER agrees to release, and does hereby release, RESPONDENT Española Public Schools, including their officials, employees, officers and agents, from any and all claims under the Individuals with Disabilities Education Act



(IDEA) including but not limited to any claims for independent evaluations, reimbursement, compensatory services and attorneys' fees, arising from any acts or omissions of RESPONDENT through the Effective Date of this Agreement.

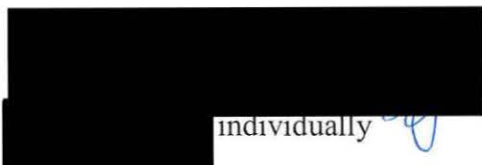
18. This Resolution Agreement shall not be construed as an admission of liability or of any wrongful act or omission by any party, such liability and wrongdoing being expressly denied by RESPONDENT. Rather, PETITIONER and RESPONDENT mutually acknowledge and represent that this is a compromise in resolution of disputed IDEA claims.
19. Within 30 calendar days of the Effective Date of this Agreement, RESPONDENT agrees to pay the lump sum amount of four thousand five hundred dollars and 50/100 (\$4,514.50) for the full release of all PETITIONER's IDEA claims including any claims for attorney's fees and costs, the sufficiency of which is hereby acknowledged. Said payment shall be made by instrument made payable to Debra Poulin, Attorney at Law.
20. PETITIONER agrees to dismiss with prejudice the proceeding now pending before an independent due process hearing officer for the State of New Mexico, Docket No. 1213-43, within 24 hours from the Effective Date of this Agreement.
21. PETITIONER and RESPONDENT understand and agree that they have three business days from the date of execution to void this Agreement.
22. If the Agreement is not voided within the three-day period, PETITIONER and RESPONDENT agree that this Agreement becomes effective and the parties understand that the agreement is binding and enforceable in any State court of competent jurisdiction or in a district court of the United States pursuant to 34 C.F.R. § 300.510(d)(2).

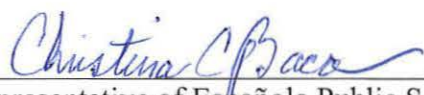
**IN WITNESS WHEREOF**, the parties have executed this Agreement, to be effective three business days from the Execution Date below, unless voided within the three-day period.

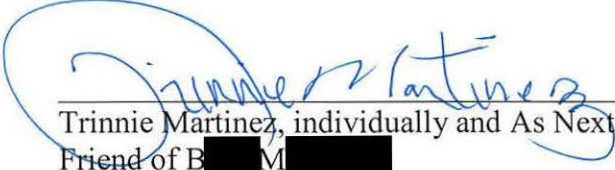
Date Signed: May 21, 2013  
("Execution Date")

Effective Date: May 28, 2013

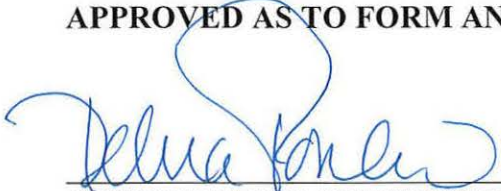
**Signatures:**

  
individually

  
Representative of Española Public Schools  
("EPS") with Decision-Making Authority  
on behalf of EPS

  
Trinnie Martinez, individually and As Next  
Friend of B ■■■ M ■■■

**APPROVED AS TO FORM AND CONTENT:**

  
ATTORNEY FOR PETITIONER

  
ATTORNEY FOR RESPONDENT